

10 February 1843

Deleplane to Tyler deed of trust

Book 17, Page 390

This Indenture made and entered into this 12th day of January in the year 1843 between Jacob Delaplane of the County of Prince William and the State of Virginia of the one part and John W. Tyler of the aforesaid County & State of the other part. Whereas the said Jacob Delaplane is indebted to John T. Delaplane in the sum of Five Hundred Dollars for rent of KINSLEY MILL for the year commencing in July 1841 & ending July 1842 and will also be indebted to him in the further sum of Five Hundred Dollars for rent of said Mills for the year ending in July 1843 and is also indebted to Daniel T. Delaplane in the sum of Two Hundred & Forty Three Dollars & Seventy Four Cents with interest thereon from the 19th of October 1842 . That being the amount of a judgment obtained by Basil Gordon and assigned by said Gordon to Daniel S. Delaplane as will appear by reference to the records of the Circuit Superior Court of Law and Chancery for Prince William County in which said debts the said Jacob Delaplane is willing to secure now then this Indenture witnesseth that for and in consideration of the premises as also for the further sum of one dollar in hand paid by the said John W. Tyler to the said Jacob Delaplane at and before the sealing and delivery of these presents the receipt whereof is hereby acknowledged He the said Jacob Delaplane hath bargained sold and conveyed and by these presents doth bargain sell alien and convey unto the said John W. Tyler his Executors &c. the following property to wit. all his household and kitchen furniture as follows eight beds and bedsteads together with their furniture consisting of three dozen covers, two dozen sheets, two dozen pillow cases, one sideboard, one clock, 1 1/2 dozen chairs, 4 tables, candlestand, bookcase, three bureaus, 4 looking glasses, two washstands, 2 pair of shovels & tongs, 3 pair of ____, 1 half dozen ____ 1/2 doz. waiters, 1/2 doz. of pitchers, 2 doz. tumblers, 1 1/2 doz. grass plates, 1 1/2 doz. of silver spoons, 1 plated cantor, 4 doz plates, 3 doz cups & saucers, one doz dishes & 1 doz table cloths, 4 carpets, 6 trunks, 1/2 doz jugs, 2 maps & library of books, two wheels, 2 doz __ jars, 1 1/2 doz knives and forks, 5 bee stands?, 1500 lbs of bacon & 150 lbs of lard, 2 hogsheads, 20 barrels corn, two kitchen tables, 1 cupboard, 1/2 doz water tubs, 1/2 doz of washing tubs, two churns, one dozen and half articles of iron pots and pans &c. also the mill tools to __, 3 doz mill pecks, 2 hand saws, 1/2 dozen plains, 1 pair __ rakes, 1 pair __ __ , 1 doz. __ __ , two forks, 2 doz augers and the bench tools, one Cariole(?) and gear, one cart and gear, 1 wheel barrow, 1 doz garden tools, 2 ploughs, 1 straw cutter, 2 side saddles, one horse, five cows, 20 head of hogs. To have and to hold the said property unto him the said John W. Tyler his executors, administrators & upon trust nevertheless and for the following purposes to wit. that the said John W. Tyler shall permit the said Jacob Delaplane to remain in __ __ possession of the property aforesaid until such time as the said John T. Delaplane & Daniel S. Delaplane or either of them shall require sale thereof by reason of the failure of the said Jacob Delaplane to pay the debts hereby intended to be secured and then on the further trust that so soon as the said John T. and Daniel S. Delaplane or either of them shall require the said John W. Tyler to make sale of said property. He the said Tyler shall upon the sum at public auction having first fixed the time & plea of sale and given twenty days notice thereof by advertisement at the door of the court house of Prince William County or at the door of the Court house of such county as the said property may be __ shewed(?) said property __ removed. The sale to be made for cash or on such __ as the said John T. & Daniel Delaplane may request, and out of the proceeds of such sale the said Tyler shall __ satisfying the expenses incident to the execution of this trust pay off & discharge the aforesaid debts if their be enough __ from sale of said property. And in the event of an insufficiency to discharge the whole debt then said debt to be paid ____. It is further stipulated that said Jacob Delaplane may with the consent of John T. & Daniel S. Delaplane exchange any of said property but the property received in exchange is to stand in the place of that parted with in order to satisfy the provisions of this deed; But if the said Jacob Delaplane shall pay off & discharge the debts aforesaid when thereof required there this Indenture to be void or else to remain in full force & virtue. In witness whereof the said Jacob Delaplane has hereunto set his hand and seal the day and date first above written.

Jacob Delaplane (seal)

Prince William County to wit: We George G. Tyler and James M. Tyler justices of the peace for the County aforesaid in the State of Virginia do hereby certify that Jacob Delaplane party to a certain deed bearing date the 12th day of January 1843 and hereto annexed personally appeared before us in our County and acknowledged the same to be his act & deed and desired us to certify said acknowledgement to the Clerk of the County Court of Prince William in order that said deed may be recorded given under our hands & seals this 9th day of February 1843.

Geo. G. Tyler (seal)

J. M. Tyler (seal)

Alexandria Gazette 4 May 1854

VALUABLE FARM FOR SALE – By virtue of a deed of trust, executed by Temple M. Washington, on the 15th day of January, 1853, and of record in the Clerk's Office of the County Court of Prince William County, the undersigned, trustees in said deed named, will offer for sale, on the premises, at public auction, to the highest bidder, on Monday, the 29th day of May, 1854, if fair, if not, the next fair day, that valuable estate called BUCKLAND FARM containing 600 ACRES, adjoining the Town of Buckland, and situated in the counties of Prince William & Fauquier, Va.

This FARM is in a good state of improvement and has on it an excellent and commodious DWELLING HOUSE, and all necessary out houses. The soil is good, and there is an abundant supply of wood and water. It is conveniently located, being near the Buckland and Kinsley Mills, on the Turnpike Road, about three miles from Gainesville Station on the Manassas Gap Rail Road. Persons wishing to purchase are invited to examine the Farm. It will be sold without reserve.

The terms of sale will be a credit of one, two and three years, in installments of \$2500 each, for the first and second years, and the residue of the purchase money for the last installment, the whole to carry interest from the day of sale, and to be secured by bond with good personal security, and a deed of trust on the land. Possession will be given to the purchaser immediately.

John P. Philips, Trustee

Eppa Hunton, Trustee